

**AGREEMENT BETWEEN THE CRYSTAL PARK HOMEOWNERS
ASSOCIATION AND THE CRYSTAL PARK METROPOLITAN DISTRICT FOR
JOINT USE OF CERTAIN VEHICLES**

The Crystal Park Homeowners Association (the HOA) and the Crystal Park Metropolitan District (The District) hereby agree to the joint use of the HOA owned 2005 Ford 750 water truck and 1999 Ford F-450 flatbed pickup. The use of the water truck by the HOA is for road building, culvert flushing, and dust control, while the District's use consists of use by the Crystal Park Volunteer Fire Department for water transport in the event of a fire and for training for this use. It is recognized by the parties that the HOA will have primary use of this vehicle and the District will use it in emergency situations, and for training at such times that it is not in use by the HOA. The 1999 Ford flatbed is now and will continue to be used by the HOA as a plow vehicle as needed during the winter months and as a brush truck by the District in the summer months. District use is limited; i.e., response to actual emergencies, including Colorado Mutual Aid requests, and training. Turnover dates at each season will be determined by the HOA Manager, based on weather conditions and in consultation with the Fire Chief. Authorized operators shall be Fire Department members and HOA employees. Maintenance expenses and fuel costs for these vehicles shall be borne by the HOA.


Insurance coverage for these vehicles will be provided under the District's vehicle insurance policy on the same basis and with the same coverages as the District's vehicles. Currently those coverages are as follows:

Bodily Injury & Property Damage Liability	\$2,000,000
Uninsured/Underinsured Motorist – Bodily Injury	\$1,000,000
Medical Payments Per Person	\$5,000
Towing and Labor	\$1,000
Comprehensive Deductible	\$250
Collision Deductible	\$500

The HOA shall be responsible for any deductibles incurred on these two vehicles. The HOA shall pay the cost of coverage on a "pass-through" basis. The District will provide the HOA with proof of coverage on an annual basis.

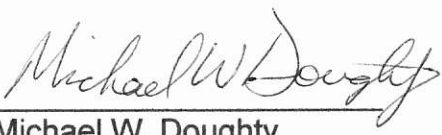
This Agreement shall remain in effect until cancelled by mutual agreement of the respective Boards of Directors of both the HOA and the District and shall continue to apply to replacement vehicles for the vehicles named herein. Should the HOA Board decide to sell and not replace either vehicle, the Agreement provisions applicable to that vehicle will be nullified.

This agreement shall be binding on the successors to the current Boards of Directors of both the HOA and the District.



Lynn Dyatt
President, Crystal Park HOA

8/27/10



Michael W. Doughty
Chairman, CP Metro District

9/1/2010